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Nationstar Mortgage LLC

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION

In re
ANUSHKA VICTORIA BLISS,

Debtor.

Case No. 12-40328-CDN

Chapter 13

**MOTION FOR COURT CONSENT TO
ENTER INTO LOAN MODIFICATION
AGREEMENT**

[B.L.R. 9014-1(b)(3)]

COMES NOW, Nationstar Mortgage LLC (“Movant”), by and through its attorneys of record, Aldridge Pite, LLP, and respectfully requests that this Court provide consent for Anushka Victoria Bliss (“Debtor”) and Movant to enter into and finalize a loan modification agreement with respect to the first deed of trust on the real property located at 1010 60th Street, Oakland, California 94608 (the “Subject Property”). The Loan Modification Agreement provides for the capitalization of arrears into the principal balance of the loan. A copy of the Loan Modification Agreement is attached hereto as **Exhibit A** and incorporated herein by reference.

STATEMENT OF FACTS

On or about February 26, 2007, Debtor executed a promissory note in favor of CitiMortgage, Inc. (“Lender”) in the principal sum of \$360,800.00 (the “Note”). A copy of the Note is attached hereto as **Exhibit B** and incorporated herein by reference.

1 The Note is secured by a recorded deed of trust (the “Deed of Trust¹”) encumbering the
2 Subject Property. A copy of the Deed of Trust is attached hereto as **Exhibit C** and incorporated
3 herein by reference.

4 Subsequently, the Note was indorsed in blank thereby converting the Note to a bearer
5 instrument. *See* Exhibit B. Movant is in possession of the original promissory note indorsed in blank.

6 On or about January 13, 2012, Debtor filed a voluntary petition under Chapter 13 of the
7 Bankruptcy Code in the United States Bankruptcy Court for the Northern District of California -
8 Oakland Division, and was/were assigned case number 12-40328-CDN.

9 On or about August 10, 2012, Movant filed a Proof of Claim on account of the Subject Loan
10 with a total outstanding balance in the amount of \$375,608.41 and a pre-petition arrearage claim in
11 the amount of \$13,062.21. *See* Claims Register, Claim No.3-1.

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1 The Note and Deed of Trust are collectively referred to herein as the “Subject Loan,”

The Loan Modification Agreement terms are described more fully below:

<u>Original Loan</u> <u>Terms</u>		<u>Modified Loan</u> <u>Terms</u>	
Principal Balance	\$325,422.88	Principal Balance	\$386,283.15
Total Monthly P&I Payment	\$1,019.42	Total Monthly P&I Payment	\$1,736.59
Total Monthly Payment (including escrow impounds)	\$1,567.92 (including \$548.50 monthly escrow payment)	Total Monthly Payment (including escrow impounds)	\$2,328.77 (including \$592.18 monthly escrow payment)
Maturity Date	April 1, 2037	Maturity Date	January 1, 2055
Term of Note	360 months	Term of Note	480 months
Interest Rate	2.000%	Interest Rate	4.500%
Fixed or Adjustable	Adjustable	Fixed or Adjustable	Fixed

Years	Interest Rate	Total P&I Payment
1-Maturity	4.500%	\$1,736.59

Movant is requesting the Court's permission to enter into the attached Loan Modification Agreement and modify the Subject Loan accordingly.

WHEREFORE, Movant prays for judgment as follows:

1. For an Order approving the Debtor and Movant to enter into and finalize a Loan Modification Agreement, and for Movant to record such agreement with the appropriate county recorder's office;
2. Movant retains the right of final approval of the terms of Debtor's loan modification and Movant retains the right to seek reinstatement of its claim in the event the loan modification is not finalized;
3. The Chapter 13 Trustee shall cease making any further distributions on Movant's claim;

- 1 4. Movant is entitled to recover its reasonable attorneys' fees and costs for the Motion for
2 Court Consent to Enter into Loan Modification Agreement;
3 5. Any Notice of Mortgage Payment Change filed by Movant to reflect a change in the
4 Debtor's monthly payment as a result of the instant loan modification agreement shall be
5 deemed timely filed for the purposes of subsection (b) of Rule 3002.1 of the Federal
6 Rules of Bankruptcy Procedure; and
7 6. For such other relief as this Court deems just and proper.

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9 Dated: December 15, 2015

ALDRIDGE PITE, LLP

10 By:/s/ Drew A. Callahan
11 DREW A. CALLAHAN (SBN 254257)
12 Attorneys for Movant Nationstar Mortgage LLC
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**COVER SHEET FOR MOTION TO AUTHORIZE
LOAN MODIFICATION**

Anushka Victoria Bliss
Debtor

12-40328-CDN
Bankruptcy Case No.

Nationstar Mortgage LLC
Movant

13
Chapter

- ☐ Motion to Permit Lender to Enter into Negotiations with Debtor(s)
☐ Motion to Authorize Trial Period Payments
☒ Motion to Authorize Final Loan Modification

Property involved in this Motion: 1010 60th Street, Oakland, California 94608

Original Loan Terms	
Principal Balance:	\$325,422.88
Total Monthly P&I Payment:	\$1,019.42
Total Monthly Payment (including escrow impounds):	\$1,567.92 (including \$548.50 monthly escrow payment)
Maturity Date:	April 1, 2037
Term of Note :	360 months
Interest Rate:	2.000%
Fixed or Adjustable:	Adjustable

Modified Loan Terms	
Principal Balance:	\$386,283.15
Total Monthly P&I Payment:	\$1,736.59
Total Monthly Payment (including escrow impounds):	\$2,328.77 (including \$592.18 monthly escrow payment)
Maturity Date:	January 1, 2055
Term of Note:	480 months
Interest Rate:	4.500%
Fixed or Adjustable:	Fixed
Step Payment chart:	Escrow Impounds <input checked="" type="checkbox"/> No Impounds <input type="checkbox"/>

Additional Considerations:

Monthly escrow payments of \$592.18.

Years	Interest Rate	Total P&I Payment
1-Maturity	4.500%	\$1,736.59

If a Proof of Claim has been filed by this creditor:

POC filed on: August 10, 2012

Mortgage Arrears: \$13,062.21

Upon entry of order the Proof of Claim:

_____ is withdrawn

____x____ is deemed paid in full

_____ is not addressed in this motion